

CITY HAS RIGHT TO DIVERT WATER

Another Fake of the Morning
"Knocker" is Shown
Up

ATTY. BRAMEL'S STATEMENT

Salt Lake is Entitled to Receive Nearly One-Half of the Flow Of Big Cottonwood

**Rights of Three Companies Amount-
ing to 26.60 of Entire Stream Were
Transferred to This Month 1901**

The morning "Knocker" has broken loose again on the Big Cottonwood water proposition and boldly declared in its usual scarehead manner that the city is not entitled, under the terms of the agreements of exchange entered into with the farmers, to divert a drop of water from the creek and turn it into the conduit. Its statement is based upon an alleged report of City Atty. Hiles who has examined the contents of exchange of heads

The contracts of exchange and has decided that they do not contain a specific amount of water which the city is to receive from the farmers in exchange for canal water and hence on account of their indefiniteness in that matter are of no effect.

The section of the agreements entered into by the city with the Big Ditch Irrigation company, the Big Co-

"The party of the second part hereby grants, bargains and sells to the party of the first part all of the right of it of the party of the second part, to the use of all its portion of the water flowing in Big Cottonwood creek, Salt Lake

It is held by Former Assistant City Atty. Bramel, who with Atty. F. S. Richards represented the city in this transaction, and by Atty. Ashby Snow who represented the three irrigation companies, that the above section certainly conveys all of the rights of the companies to the use of the waters of the creek to the city subject to the terms and conditions of the exchange. These rights, as stated by Mr. Snow vary according to the flow of the creek and hence could not be stated in cubic feet per second.

Mr. Snow further stated that the El

The Big Cottonwood Lower Canal and the company are the oldest water users on the stream and own not less than 17-60 of the entire flow of the stream. This amount of water was awarded to the company by arbitration over 50 years ago and has been used since that time to irrigate about 2,500 acres of land. Of course the amount of water to which the company is entitled varies according to the flow of the creek. In flood seasons it is a very large quantity and in low seasons it is naturally not near as much.

The Hill ditch owns 3-60 of the flow of the stream, which it has used for years in the irrigation of 200 acres of land.

It will be seen, therefore, that the rights of these three companies amount in all to 26-60 of the entire flow of the creek, and as they have transferred their rights to the city the latter will consequently receive nearly one-half of the flow of Big Cottonwood creek under the present contracts of exchange.

In speaking of these contracts today former Assistant City Attorney Bram

aid. These contracts are exchange contracts, and do not purport to be a purchase of water. They are represented as such by everyone concerned. Salt Lake City is very unfortunate in its situation with regard to a water supply, and that if our water supply is not obtained from the Padua's streams and flowing down the Wasatch mountains it will not be secured at all. Of course the city owns all of the waters of City creek, a portion of Emigration creek, and the waters of the Jordan and Salt Lake canal.

"The only water suitable for potable purposes is that from the three creeks, and the reports of the Federal Survey of 1905 demonstrated that the supply from these creeks is not sufficient for the use of the city. The water committed to the firm, council, after a long deal of consideration, seemed to be the best plan to exchange the waters of the canal for the waters of Big Cotton

wood creek. Now it must be remembered that the waters of Big Cottonwood belonged to the farmers along the creek, and have been owned by them ever since this valley was settled.

purchase of these waters by the city was impossible. In the first place the value of the water if purchased outright would be practically the value of the land irrigated by that water, and the total sum would be too much for the city to raise or pay. In the second place the farmers would not sell the water outright. The present contracts, as before stated, the city exchanges its canal water for the Big Cottonwood water. So long as the city furnishes the canal water it will obtain the Big Cottonwood water, and here I may say that this plan of the conduit and exchange of water was not a new idea with the

Morris administration. This scheme and a part of the plans for the conduit, I am advised, were devised by Mr. F. B. Kelsey, the brother of the present

"Unless a better plan of obtaining water for Salt Lake City is devised, the present water scheme should be carried out as intended."

POSTMASTERS APPOINTED.

(Special to the "News")

Washington, D. C., March 29.—Postmasters appointed: Utah—Fairview, Sanpete county, John L. Bench, Jr., vice Andrew A. Johnson, removed; Giles, Wayne county, Joseph H. Ellett, vice E. W. Mayhew, resigned.

Wyoming—Careyhurst, Converse county, Robert D. Carey, vice Mary Hildebrand, resigned; Mandel, Albany county, Louis Pflgar, vice L. J. Bath, resigned.

designated.